

# EXHIBIT 2

1 Y. Silbertstein

2 A Yes.

3 Q Sorry. I misphrased that.

4 Was that "yes" to do you own the  
5 entire building?

6 A I own it jointly with my wife.

7 Q Okay. Have you had -- have you done  
8 any further borrowing with that property as  
9 collateral, like, a refinance or as, like, a  
10 cash-out refi?

11 A When?

12 Q At any time.

13 A I refied a couple of years ago. I  
14 don't remember exact, the date.

15 Q Would that have been around 2021?

16 A I don't recall exact date.

17 Q Okay. As part of that refinance,  
18 did you take any cash out of your equity in  
19 the building?

20 A I did take a refinance, yes.

21 Q How much did you take?

22 A I had a -- I don't recall the exact  
23 amount. It was a 15-year mortgage, and I  
24 change it to a 30-year mortgage.

25 Q Okay. Could you give me an estimate

1 Y. Silbertstein  
2 of how much cash came out of that refinance?

3 A A couple of hundred thousand, I  
4 guess.

5 Q So 200,000; thereabouts? Again, I'm  
6 not going to -- you know, just trying to get a  
7 sense of it.

8 A Probably -- I don't remember  
9 exactly, but it was probably more.

10 Q Okay.

11 A I think I had the same rate. Was  
12 before the rates -- everybody said rates are  
13 going up, so I took a 30-year mortgage to lock  
14 in a good rate.

15 Q And you said you think it's probably  
16 more than 200,000 that you got out of that  
17 cash refi?

18 A Probably. I'm not sure exact, the  
19 number, but whatever the bank offered.

20 Q Was it more than half a million?

21 A I don't recall at this time.

22 Q Okay. I do want to revisit your  
23 relationship with Mr. Goldman,  
24 Mr. Silberstein.

25 When did you first meet Mr. Goldman?

1 Y. Silbertstein

2 A I met him in Yeshiva in about 1997.

3 Q Did you become friends at that time?

4 A Yes. Yes.

5 Q So safe to say you've been friends  
6 with Mr. Goldman since 1997, when you met in  
7 Yeshiva?

8 A That's correct. That is correct.

9 Q At some point, did you become -- did  
10 Mr. Goldman become your -- I'll just say --  
11 business partner. Did you start doing  
12 business together?

13 A That is correct.

14 Q Before we get into that, can I just  
15 ask you to describe, in your own words, what  
16 is your -- what business are you in?

17 What do you do for a living?

18 A In the real estate field.

19 Q Are you -- would you call yourself a  
20 real estate developer?

21 A I assist the developers. I wouldn't  
22 say that I develop myself.

23 Q Okay. Again, in your own words,  
24 what does it mean to assist the developer?

25 What is it that you do?

1 Y. Silbertstein

2 A I syndicate -- I wheel and deal  
3 wherever I can make money.

4 Q You -- I'm sorry. You say you  
5 "wheel and deal" wherever you can make money?

6 A Yes.

7 Q Okay. You're going to -- I am not a  
8 real estate guy, so I -- that doesn't make  
9 much sense to me. Can you help me understand  
10 a little bit what that means.

11 A Like, I syndicated -- I worked with  
12 management stuff. I work with helping with  
13 negotiations on deals.

14 Q When you say "syndicate," what do  
15 you mean?

16 A Like bring in an investor, bring in  
17 an equity investor, somebody to put in the  
18 money; stuff like that.

19 Q Do you also -- so to my  
20 understanding of what that is, I'd call that a  
21 broker. Is that a fair description of what  
22 you do?

23 A I don't know if you call it broker  
24 or syndicator. It works with, promotes.  
25 Depends. I mean, whatever the meaning is,

1 Y. Silbertstein

2 Returning to Mr. Goldman -- well,  
3 now, one last question on that. Sorry.

4 When did you get into the real  
5 estate business?

6 A Around 2002; that range.

7 Q So about five years after you met  
8 Mr. Goldman.

9 A That's what it comes out to.

10 Q Yeah, I think so. Lawyers don't do  
11 a lot of math, but I think '97 and 2002,  
12 that's about five years.

13 Was Mr. Goldman, when you met him in  
14 '97, involved in real estate at the time?

15 A We were learning, studying in  
16 Yeshiva.

17 Q Okay. You were both on your way to  
18 entering the industry then, at that time?

19 A No, we were studying. We didn't  
20 think about real estate or stuff like that  
21 then.

22 Q You said earlier that at some point  
23 you became a business partner to Mr. Goldman,  
24 right?

25 A So we were in Yeshiva, and then I

1 Y. Silbertstein  
2 got married the same time he got married, in  
3 the same Williamsburg location. So we  
4 studied -- we further studied together. We  
5 saw each other in Shul every day. We were  
6 studying together, one on one, so we became --  
7 and we kept -- we stayed very close. And then  
8 I started doing some real estate transactions.

9 Q So you got involved in real estate  
10 first?

11 A I was first. I was -- started real  
12 estate before him, yes.

13 Q Okay. And, I'm sorry, you were  
14 about to say something else. Go on. What  
15 were you trying to say?

16 A No. I was saying that I was first  
17 in the business, and he was still studying all  
18 day.

19 Q Did you bring Mr. Goldman into the  
20 real estate business?

21 A I can't say I bringed him in, no.

22 Q Okay. So when did Mr. Goldman enter  
23 the real estate business, if you know?

24 A I don't know the exact time. I  
25 hardly remember my stuff.

1 Y. Silbertstein

2 Q Understood.

3 Were you -- at the time, was that  
4 your -- was that your primary source of income  
5 at the time, those deals that you were doing  
6 with Mr. Goldman?

7 Again, before, these properties that  
8 we're going to talk about later, the Albee  
9 property and the North Flats, et cetera.

10 A I don't recall if that was the only  
11 place where I lived on. Probably not. I was  
12 working, trying to do the -- I didn't do deals  
13 just with him. I was working with other  
14 people.

15 Q Okay. Understood. Thank you.

16 But the real estate business was  
17 your primary source of income; you're just  
18 distinguishing between those deals with  
19 Goldman and deals you were doing with others,  
20 right?

21 A Right.

22 Q So how many deals -- not just with  
23 Mr. Goldman, but in total -- would you say you  
24 had done before the properties that are  
25 listed, the Albee Square and the North Flats



1 Y. Silbertstein

2 and the 28th Street properties?

3 A Again, how many deals?

4 Q Right. How many deals -- How many  
5 deals overall?

6 A I don't recall. I don't recall the  
7 exact number. It was smaller buildings. Had,  
8 like, say, six -- five, six buildings that I  
9 had to -- I don't recall the exact number.

10 Q Okay. Do you currently own any  
11 property with Mr. Goldman?

12 A Yes.

13 Q Which properties do you own?

14 A One property is the address,  
15 148 Skillman. I'm not sure exactly what's his  
16 position because he signed for somebody. I'm  
17 not sure exactly, but officially he's my  
18 partner there.

19 Q Are there any others?

20 A That's basically it. And the others  
21 is no longer him.

22 Q Okay. What's the name of the other  
23 property that you're thinking of that is no  
24 longer owned by him?

25 A 307 Devoe Street.

1 Y. Silbertstein

2 sure exactly what happened.

3 Q So when you say it wasn't under your  
4 name, title to the -- I take it that you mean  
5 title to the property wasn't under your name.

6 A That is correct.

7 Q So how was your 50 percent ownership  
8 documented?

9 A I was in agreement with Mr. Goldman,  
10 the same as, like, others, the other  
11 buildings.

12 Q Are these agreements typically  
13 reduced in writing?

14 A I don't recall if we had it in  
15 writing. I mean, I asked many times, we  
16 should have something in writing. Maybe we  
17 did, but I don't have it in my possession at  
18 the moment.

19 Q Okay. I just want to make sure I  
20 understand your testimony.

21 You're saying you don't remember if  
22 it was reduced in writing, but you don't have  
23 any written agreements, right?

24 A At the moment, I don't have anything  
25 handy.

1 Y. Silbertstein

2 Q Well, did you used to have something  
3 in your possession, a writing that documented  
4 the deal?

5 A Probably should have had. I  
6 probably asked for it, but I don't recall at  
7 the moment.

8 Q Okay. Do you recall ever having in  
9 your possession a written agreement that  
10 documented the 50/50 ownership split on the  
11 North 11th property?

12 A I probably had. I don't remember  
13 exactly when, what, but I should have had  
14 during the years that we did these deals.

15 Q So my -- and I apologize if I'm  
16 getting hung up, but my problem -- my issue is  
17 you're saying that you probably had it, and  
18 then you're saying that you should have had  
19 it.

20 And to me, "probably" suggests that  
21 you think you do remember having the writing,  
22 and "should" suggests that you wish you had  
23 had the writing. So I am interested which is  
24 it? Is it that you never had one and you wish  
25 you had or that you did have one?

1 Y. Silbertstein

2 A Don't recall. Don't recall.

3 Q Okay.

4 A I don't recall having it, but as far  
5 as I know, that I kept on asking for, let's  
6 have stuff in writing, I probably should have  
7 something. And maybe I got it, but at the  
8 moment I don't have it.

9 Q You've mentioned a couple times  
10 asking for these agreements to be in writing.  
11 I take it those requests were issued to  
12 Mr. Goldman.

13 A Yes.

14 Q Was this an issue that was  
15 commonplace among the other properties?

16 In other words, for the Skillman  
17 property, Devoe, Prospect, North 8th, is it  
18 safe to say that you also cannot remember  
19 having written agreements that memorialize  
20 that ownership, but that you asked Mr. Goldman  
21 for them?

22 A Yes, I did ask him, and I had  
23 operating agreements on some of them. And  
24 actually, by now, it's no longer a concern  
25 because it's -- I have it back under my

1 Y. Silbertstein

2 Q How about for 307 Devoe?

3 A Also that range, '13, '14. Don't  
4 recall exact.

5 Q Only what you can remember. I  
6 understand this is a while ago and there's  
7 been a few of them.

8 How about for Prospect?

9 A Also that time range, those years.

10 Q 2013, 2014?

11 A I would guess so.

12 Q And same for North 8th, about 2013,  
13 2014?

14 A That's my guess.

15 Q Okay. The other property, though,  
16 from a while ago, North 11th, I think you said  
17 it was in the past. The lender took it.

18 Do you remember what year you  
19 acquired that property?

20 A Not to my -- I don't recall. Also  
21 that range, '14, '15. I don't remember.

22 Q Okay. Would you call Mr. Goldman a  
23 friend?

24 A Yes.

25 Q Would you call him a close friend?

1 Y. Silbertstein

2 A Yes.

3 Q How long have you been neighbors?

4 A About eight years.

5 Q Is Mr. Goldman your best friend?

6 A I don't know what you call "best."

7 We are very close friends for many, many  
8 years.

9 Q Has this lawsuit affected that  
10 friendship?

11 A I wouldn't say so. The friendship  
12 part not, but the -- I mean, we're still  
13 close. I mean, not -- yeah.

14 Q No, I think I understand what you're  
15 saying.

16 There's a professional aspect and a  
17 friendship aspect to it, right?

18 Has it affected your professional  
19 relationship with Mr. Goldman? The "it" in  
20 that sentence being this lawsuit.

21 A In some way.

22 Q In what ways?

23 A Filed a lawsuit. The whole  
24 situation affected. I mean, we used to do a  
25 lot of business together and dealings which no

1 Y. Silbertstein

2 said it would?

3 A Many of the deals that didn't work  
4 out the way it should have.

5 Q Which one of the -- which deals?

6 A The one you mentioned earlier. The  
7 three deals you mentioned earlier.

8 Q That would be Albee, right? Albee  
9 is one of those, right?

10 A Albee Square, North Flats and Long  
11 Island City.

12 Q Is Long Island City the 28th Street  
13 address?

14 Well, my New York geography might be  
15 off.

16 A Yes.

17 Q Okay with you if I -- is it okay  
18 with you if I just call it the 28th Street  
19 property, or -- will you understand what I  
20 mean?

21 A Yes.

22 Q So you said those three deals were  
23 examples of times when Mr. Goldman said  
24 something would pan out and then it didn't pan  
25 out that way. Can you be more specific? What

1 Y. Silbertstein

2 and it didn't pan out the way he said, right?

3 A That's right.

4 Q Okay.

5 A Meaning it didn't pan out, that I  
6 wasn't able to -- the numbers didn't work out,  
7 you know.

8 Q Right. I mean, you said you didn't  
9 make money on those projects.

10 A I actually didn't make money in the  
11 project because I didn't get into the project.  
12 I wasn't landing with my interest in the  
13 project.

14 Q Okay. You weren't involved directly  
15 in -- well, I think we'll get to that, but did  
16 you say you weren't in the project?

17 A I didn't end up receiving my  
18 interest in this project.

19 Q Understood. Thank you.

20 A Just to clarify, when you asked --

21 Q Yeah. And we will dive in more  
22 specifically, so I think I understand what you  
23 mean. And there'll be an opportunity to  
24 really get into it later.

25 Did you ever loan Mr. Goldman money



1 Y. Silbertstein

2 personally?

3 A I don't recall.

4 Q You don't recall any instance in  
5 which Mr. Goldman asked you for a personal  
6 loan?

7 A He -- constantly -- I used to call  
8 up people for loans. He constantly asked, but  
9 I don't recall on top of my head at the  
10 moment.

11 Q You said Mr. Goldman constantly  
12 asked you for money?

13 A Well, we constantly had dealings.  
14 One time we needed money over here, so I tried  
15 to facilitate and call lenders to try to help  
16 him with a loan. I mean, during the years, we  
17 were -- that was the wheeling and dealing.

18 Q Okay. So that helps me understand a  
19 little bit. Thank you.

20 So by "wheeling and dealing," you  
21 mean that there would be -- sounds like many  
22 instances where Mr. Goldman would call you and  
23 say, hey, I need some money, you know, because  
24 I'm doing this deal, and can you transfer  
25 money in -- you know, in this bank account,

1 Y. Silbertstein

2 for instance?

3 A I don't recall if I would transfer,  
4 if I could call somebody to help them with a  
5 loan; stuff like that.

6 Q Okay. Were there instances where  
7 you transferred your own funds because  
8 Mr. Goldman asked you to, again, to help out,  
9 to wheel and deal and facilitate these  
10 transactions?

11 A I don't recall at the moment, but  
12 there is a possibility --

13 Q Okay.

14 A -- that in the years that that  
15 happened.

16 Q If we were to -- I'm not -- you  
17 know, I'm not going to do this now, but if we  
18 were to go through and ask Mr. Goldman for his  
19 bank accounts and his statements, would you  
20 expect to see those types of transactions in  
21 which he asked you to move funds into some of  
22 his businesses?

23 A That's possible.

24 Q But would you say it's probable?  
25 I'm just trying to get a sense of whether it

1 Y. Silbertstein

2 happened or not.

3 A That's possible. I don't recall at  
4 the moment specific transactions. But during  
5 the years, we had a close relationship, and I  
6 constantly helped him whatever I could, and I  
7 tried whatever -- I was trying to be helpful.

8 Q Did it ever work the other way?  
9 Would you make these requests of him and he  
10 would move money over?

11 A Probably.

12 Q Okay.

13 A Probably.

14 Q What about on a -- setting aside the  
15 business, the wheeling and dealing part, were  
16 there ever any personal loans between you two,  
17 in either direction?

18 A I don't recall.

19 Q So you don't recall whether you ever  
20 personally loaned money to Mr. Goldman?

21 A No.

22 Q And you don't recall whether  
23 Mr. Goldman ever personally loaned money to  
24 you?

25 A No.

1 Y. Silbertstein

2 Q But it's possible we might find  
3 those things, for example, if we went through  
4 those account statements.

5 A Maybe. I don't recall.

6 Q Returning to the wheeling and  
7 dealing business end of things, when these  
8 transactions would take place, the moving of  
9 money around, was that ever documented with  
10 promissory notes or other written agreements?

11 A Most of the time it was just the way  
12 we dealt all the time, just by verbal  
13 agreements and confirmation between us.

14 Q You said "most of the time." Can  
15 you remember any instances in which you've  
16 departed from that rule and you had written  
17 agreements?

18 A No, but I used to tell him a lot of  
19 times, I want to have stuff in writing because  
20 nobody knows what tomorrow brings. And I kept  
21 on telling him stuff are not in my name, and I  
22 need it written down.

23 Q How did you keep track of all of  
24 this money moving around? Did you have a  
25 ledger?

1 Y. Silbertstein

2 A It was difficult, and it is still  
3 difficult, and I still can't figure out. And  
4 I constantly ask for Mr. Goldman, let's  
5 straighten things out, and was pushed off.

6 Q I empathize. Also hard --

7 A What?

8 Q I said, I empathize with you. I'm  
9 finding it difficult to keep track of it as  
10 well. That's why I'm here asking you these  
11 questions.

12 So you can't remember any specific  
13 instance in which, despite the fact that you  
14 may have asked for it to be in writing, it  
15 actually was reduced to writing?

16 A Yeah, we actually had some times  
17 that we did stuff written down.

18 Q What specifically do you recall?

19 A When we did the -- when we did the  
20 agreement to have, like, all three deals  
21 together, all four deals together on one  
22 agreement. It was awhile that I waited for  
23 it, until we decided we're going to finish it  
24 in agreement. Kept on pushing it, but --  
25 until we actually did it.

1 Y. Silbertstein

2 Q Which four deals?

3 A The one on Albee Square, North  
4 Flats, and 19 Kent.

5 Q Okay. I think I know the document  
6 you're talking about, which we will talk about  
7 in depth today, but what I'm interested,  
8 though, in -- because what I understand that  
9 document to be is saying, you know, I owe  
10 you -- you owe me this money, right?

11 But what I'm interested in and what  
12 my question is about is at the time that this  
13 money changed hands, was that obligation at  
14 the time reduced to writing?

15 A Again, I don't get the question. I  
16 don't understand.

17 Q Let me approach it this way.

18 We got here by me asking you if you  
19 remembered any specific instance in which you  
20 departed from the default rule, which was that  
21 these agreements were not reduced in writing.  
22 And your response, I believe, was, well, there  
23 is a document. It governed -- dealing with  
24 four of those properties, Albee Square, North  
25 Flats, 28th and, I think, Kent.

1 Y. Silbertstein

2 Do you remember that?

3 A Yes.

4 Q Okay. That document, which -- I  
5 know what document you're talking about.

6 That document is not a  
7 contemporaneous memorialization of those  
8 amounts that were owed. In other words, it  
9 discusses obligations that were owed, for  
10 example, back in 2012 or 2013.

11 Do you understand the distinction  
12 I'm making?

13 A Yeah. It was an agreement on the  
14 three big ones. We had, like, this is project  
15 that I supposed to get equity percentage,  
16 which I was looking out to, and I want to have  
17 it documented because I don't know what  
18 tomorrow will bring.

19 Q Right. No. Let me get real  
20 specific with it in an effort to just close  
21 the loop on this.

22 So that document -- which, again,  
23 we'll get to -- says that, for example, you  
24 were owed money for introducing Mr. Gluck to  
25 Mr. Goldman for some of these property deals,

1 Y. Silbertstein

2 right?

3 A Not just introducing.

4 Q But that's one of the things -- you  
5 know, and we'll get to it, right.

6 It says, you know, you did this work  
7 in introducing Mr. Gluck, who then put in a  
8 bunch of money to these real estate  
9 development projects, right?

10 A Yes.

11 Q Okay. When you made the  
12 introductions between Mr. Gluck and  
13 Mr. Goldman, did you document with Mr. Goldman  
14 or anyone else that you would be owed a fee?

15 Did you document that in writing?  
16 That's what I'm asking.

17 A At that time, we didn't have  
18 documents. We just agreed it verbally.

19 Q Okay. Thank you. And I'm sorry for  
20 having taken so long to get there.

21 But at that time, the default rule  
22 controlled, and you did not memorialize those  
23 agreements in writing?

24 A At that time, we all had verbal  
25 agreements.



1 Y. Silbertstein

2 together, so maybe I needed money, that I had  
3 responsibilities with him, so he calculated --  
4 allocated that he laid out for me over there.

5 Q Okay. And when you say "he," you  
6 mean Mr. Goldman, right?

7 A Yes.

8 Q In your mind, was Mr. Goldman and  
9 all these other entities -- some of which are  
10 called All Year -- were they distinct and  
11 separate, or was it all just, kind of,  
12 Mr. Goldman?

13 A All of them was Mr. Goldman.

14 Q Okay. So in your mind, you're  
15 dealing with Yoel Goldman, and that's it?

16 A That is correct.

17 Q Okay. How about when it worked the  
18 other way? Because I believe you testified,  
19 sometimes you, for example, would send money  
20 when he asked you.

21 Do you recall specifically where he  
22 would ask you to send that money?

23 A I don't recall. But for me, all of  
24 his entities, everything was one person.

25 Q No, I understand that. I'm just --

1 Y. Silbertstein

2 to be so much work, but it turned out that it  
3 was way more than expected. And until  
4 recently, it wasn't done. Something that  
5 took, like, over ten years.

6 Q Yeah, I think that's borne out in  
7 the documents.

8 So, again, just trying to get a  
9 sense of timing, recognizing that you've said  
10 you don't quite remember when Mr. Goldman told  
11 you that you'd be entitled to those  
12 10 percents.

13 What I -- when the policy in the --

14 A When the --

15 Q Sorry. Let me finish.

16 What we'll see in the documents is  
17 that you brought in Mr. Gluck around 2012,  
18 2013.

19 Does that sound familiar to you  
20 about when Mr. Goldman would have made that  
21 representation to you about you receiving the  
22 10 percent in each?

23 A That's the one for North Flats?

24 Q That's for North Flats, 2012 or  
25 2013.

1 Y. Silbertstein

2 A Yeah. That's the first deal we did  
3 together.

4 Q Okay. Okay. Well, we'll get into  
5 the documents later on Albee and 28th, but I  
6 think it's around that same time frame. But  
7 we'll just see once we dive in. Okay.

8 I would like to briefly discuss  
9 JS Skillman LLC. Does that entity sound  
10 familiar to you?

11 A Yes.

12 Q What is that entity? Did you own  
13 it?

14 A Yes. My wife --

15 Q Did you create the LLC?

16 A Yeah, I think so.

17 Q Why did you create it?

18 A Was the property that -- where my  
19 house is at.

20 Q Oh, I'm sorry. For what purpose was  
21 the LLC created?

22 A To own the property.

23 Q Got it.

24 So it was created to own the  
25 property in which you currently live?

1 Y. Silbertstein

2 A Yes.

3 Q So that would be the property,  
4 672 Myrtle?

5 A Yes.

6 Q Does it still hold title to that  
7 property, as far as you know?

8 A Yes.

9 Q Yeah?

10 Did it own any other property?

11 A No.

12 Q Do you have the deed reflecting  
13 JS Skillman LLC's ownership in that property?

14 A Probably.

15 Q Okay.

16 MR. SILVESTRI: Mr. Saponara, if we  
17 could just make a note here, mostly for the  
18 transcript, that we may want to come back to  
19 that in terms of a request. Again, not  
20 looking to discuss it now.

21 MR. SAPONARA: Okay. Follow up in  
22 writing.

23 MR. SILVESTRI: I'm sorry. Go  
24 ahead.

25 MR. SAPONARA: If you could just

1 Y. Silbertstein

2 follow up in writing with any requests made on  
3 the record, we'll take them up.

4 MR. SILVESTRI: We will do so.

5 BY MR. SILVESTRI:

6 Q Mr. Silberstein, don't sorry about  
7 that. Back to you.

8 Who were the members of JS Skillman  
9 LLC?

10 A Me and my wife.

11 Q Any other members?

12 A No.

13 Q Are you and your wife still the  
14 members of JS Skillman LLC?

15 A That is correct.

16 Q And I think I already asked this.  
17 Apologies if I did.

18 Did JS Skillman LLC own any other  
19 properties?

20 A No, not that I recall.

21 Q Has it done any other business  
22 besides holding deed to 672 Myrtle?

23 A I don't recall during the years.  
24 It's been a long time that this company is in  
25 existence.

1 Y. Silbertstein

2 Q When was it formed?

3 A I guess 2013. '12, '13, '14.

4 Q Sometime between 2012 and 2014?

5 A Yes, I guess so.

6 Q Did that entity ever do any  
7 borrowing?

8 A Maybe it did short term. I'm not  
9 sure. I don't recall.

10 Q Did it borrow to purchase the  
11 property at 672 Myrtle?

12 A I don't recall.

13 Q That's the entity that signed the  
14 promissory note at issue in this case, yes?

15 A Yes.

16 Q So that is the entity that borrowed  
17 \$3,325,000 from All Year Limited?

18 A That's how we structured it at that  
19 time.

20 Q Okay.

21 A But in reality, it was discussed at  
22 that time that this loan is a technical  
23 because it's basically my money that's owed to  
24 me.

25 Q No, I -- and, again, we'll get

1 Y. Silbertstein

2 there. I just want to go over JS Skillman LLC  
3 so I understand.

4 A Yeah, but you referred to the  
5 loan -- but you referred to the loan that the  
6 entity borrowed. So I just wanted to clarify  
7 that this loan is a technical loan, but in  
8 reality, it was my money that was borrowed  
9 from me.

10 Q What do you mean by "technical  
11 loan"?

12 A Meaning for however Mr. Goldman said  
13 then that he wants to structure it, because I  
14 told him at that time I need -- we got to get  
15 moving. Things take longer than it should.  
16 So I said, I need some of my money. I need  
17 some money from you, that he owed me. So he  
18 said, I can do it as a loan, and then when you  
19 get the shares, then we'll turn it back.

20 Q Okay. And this is jumping ahead a  
21 little bit, but I, kind of, have to ask, if  
22 you were owed money by All Year at that time,  
23 why structure it as a loan? Why sign a  
24 document saying you're going to pay it back?

25 A Because that's the way Mr. Goldman

1 Y. Silbertstein

2 structured it, for whatever reasons. I'm not  
3 sure.

4 Q Okay.

5 A So I told him at that time, I don't  
6 want to have it as a loan. He said that's the  
7 only way he can give it to me now because he's  
8 still going to get me my shares. At that  
9 time, he kept on saying he's going to work out  
10 that I should get the shares that I am owed.

11 Q Okay. And -- sorry. One moment.

12 Did you transfer any money in  
13 exchange -- or did -- money was exchanged,  
14 right, to you?

15 Money was sent to you in exchange  
16 for that promissory note, right?

17 A I don't recall how the money was  
18 divided at that time.

19 Q But you did receive the money as  
20 memorialized in that note?

21 A At the moment, I don't recall.

22 Q Okay. But if there were, for  
23 example, account statements and records,  
24 either in Mr. Goldman's possession or  
25 All Year's possession, that showed you



1 Y. Silbertstein

2 A Answer? Yes.

3 Q Yes.

4 Is this the answer that we were just  
5 talking about, that your attorneys filed?

6 A Yes.

7 Q Okay. This doesn't recite the  
8 allegation, so we're going to have to jump  
9 back and forth between Exhibit 2 and  
10 Exhibit 3, so bear with me here.

11 But I'm going to start at paragraph  
12 12 of our complaint, which alleges that, "On  
13 March 21, 2018, Mr. Silberstein executed a  
14 promissory note in the principal amount of  
15 \$3.35 million in favor of Debtor."

16 Do you see that?

17 A Yes.

18 Q And if we scroll down to paragraph  
19 12 of your answer, which corresponds to  
20 paragraph 12 of the complaint, it says,  
21 "Defendant denies the allegations contained in  
22 paragraph 12."

23 Do you see that?

24 A Yes.

25 Q So do you deny that you executed the

1 Y. Silbertstein

2 promissory note attached to the complaint?

3 A No, I didn't deny that part, that I  
4 executed it.

5 Q Okay. So we agree you executed the  
6 promissory note, right?

7 A That's what it looks like.

8 Q Okay. And the promissory note, just  
9 so we're clear, it's Exhibit A to the  
10 Complaint.

11 Is that your signature down at the  
12 bottom, both individually and as manager for  
13 JS Skillman NY LLC?

14 A Looks like it.

15 Q Okay. Going back to paragraph 12 --  
16 or paragraph 13, which alleges that, "On or  
17 about March 21, 2018, and pursuant to the  
18 Note, the Debtor distributed \$3.35 million to  
19 Mr. Silberstein or an entity he controlled."

20 And jumping to your answer,  
21 Exhibit 3, it says, "Defendant denies those  
22 allegations."

23 We were covering this a little bit,  
24 but do you deny that you received the proceeds  
25 from the loan on or about March 21, 2018?

1 Y. Silbertstein

2 A I'm not sure that I received it. I  
3 don't recall where -- if any money went to me  
4 directly, or if it was --

5 Q Okay.

6 A -- that I was about. I'm not sure.

7 Q Okay. I want to get very specific  
8 here, and I know that when -- you already told  
9 me, when we're talking about JS Skillman LLC,  
10 you view that as yourself, and you, sort of,  
11 view Mr. Goldman as just the person you're  
12 dealing with. I get all that.

13 But specifically for these loan  
14 proceeds, when you say, "I don't recall ever  
15 receiving anything," do you mean -- just so  
16 I'm clear on your testimony -- that you don't  
17 recall either yourself or JS Skillman LLC  
18 receiving that money on March 21st --

19 A That is correct.

20 Q I'm sorry?

21 A That's correct.

22 Q Okay. So are you saying that you  
23 affirmatively know that you did not receive  
24 that money, or are you saying you just don't  
25 remember?

1 Y. Silbertstein

2 A I don't remember such a thing.

3 Q Okay. Coming back to the complaint,  
4 it alleges that the note matured on March 30,  
5 2019. Looking at your answer, you deny that  
6 allegation.

7 Do you deny that the note matured by  
8 its terms a year later?

9 A In my opinion, the note, it never  
10 started. It's a technical thing, in my  
11 opinion. That's how I see it, and that's how  
12 it's my facts and --

13 Q I understand.

14 A It's a technical thing.

15 Q Sorry. Go ahead.

16 A It's a technical thing. This is my  
17 money that I was owed by Mr. Goldman and his  
18 companies. And however it was allocated and  
19 structured, how he gave it to me -- in my  
20 opinion, it's all technical. It never  
21 started. It never ended.

22 Q Okay. I get your point of view on  
23 it. I'm going to continue to ask these  
24 questions related to what was said in the  
25 complaint and what you denied, but I

1 Y. Silbertstein

2 Q Okay. But we can agree that the  
3 note says -- again, just looking at the note  
4 and taking as read your objection, that this  
5 was never -- this was only a technical loan,  
6 the note itself attached to the complaint says  
7 it matures on March 30, 2019, right?

8 A That is correct.

9 Q Okay. Looking at paragraph 15, it  
10 says that, "On March 30, 2022, Debtor, through  
11 its attorneys, issued a written demand to  
12 Mr. Silberstein."

13 Did I read that correctly? Can you  
14 see that in paragraph 15?

15 A Yes. Yes.

16 Q Okay.

17 A Yes.

18 Q I'm going to go down to Exhibit B,  
19 which is the demand letter.

20 Does this document look familiar to  
21 you?

22 A Yes.

23 Q Did you receive this document?

24 A Yes, I did.

25 Q And that address, 672 Myrtle Avenue,

1 Y. Silbertstein

2 that's your home address we've been talking  
3 about today?

4 A That is correct.

5 Q Okay. What is 199 Lee Avenue?

6 A That's a mailing address that --  
7 used to use it years ago. I sometimes go pop  
8 in --

9 Q Did Mr. -- I'm sorry to cut you off.  
10 Go ahead.

11 A What?

12 Q I'm sorry. I cut you off. Go  
13 ahead. What were you saying?

14 A I sometimes pop in to pick up mail  
15 over there. It's like old mailing address.

16 Q Does Mr. Goldman also make use of  
17 that address?

18 A Not this particular one, but 199  
19 Lee Avenue is a location where you rent, like,  
20 mailboxes.

21 Q Okay.

22 A It has, like, thousands of those.

23 Q Okay. No one lives there?

24 A No. It's a -- it's like a retail  
25 location where they have these mailboxes.

1 Y. Silbertstein

2 Q You said you remember receiving this  
3 letter.

4 A Yes.

5 Q Did you respond to this demand  
6 letter?

7 A My respond was I took it to  
8 Mr. Goldman and I asked him, what's going on  
9 here? Didn't you tell me that this is taken  
10 care of? Why am I receiving letters?

11 Q What did Mr. Goldman say to you?

12 A And he said that --

13 Q I'm sorry. I cut you off again. Go  
14 ahead.

15 A What was the question?

16 Q What did Mr. Goldman say back to you  
17 when you took this letter to him?

18 A Mr. Goldman said, don't worry. I  
19 already told -- I already told them that this  
20 is not a legitimate and existing loan. I'm  
21 going to take care of it. Don't worry.  
22 That's what he told me.

23 And I told him, what do you mean,  
24 "don't worry"? Why am I getting these  
25 letters? This is not normal. This is not

1 Y. Silbertstein

2 I think we've already gone through  
3 this in your other answers, but I want to  
4 drill down to exactly how this note came to  
5 be.

6 If I've understood your testimony  
7 correctly, you signed this note because you  
8 felt you were already owed money from  
9 Mr. Goldman, right?

10 A That is correct.

11 Q And if I understand your testimony  
12 correctly, your testimony is that Mr. Goldman  
13 told you the only way he could get you that  
14 money, the way he had to structure it, was in  
15 a promissory note.

16 A As a way in a note, and then he's  
17 going to give me the shares on the projects  
18 that I supposed to get my shares. Then I will  
19 give the money back that I'm receiving on  
20 this.

21 Q Okay. So you were going to repay  
22 the note, but once you got your 10 percent in  
23 the Albee, North Flats and 28th Street  
24 properties; is that right?

25 A That is correct.



1 Y. Silbertstein

2 earlier?

3 A No, not that I can think of. The  
4 3.350, I don't ...

5 Q Sorry. Were you thinking and just  
6 waiting, or is your response over?

7 A No, I don't recall why this 3 --  
8 what the number is, 3.350, why it was that  
9 number. I don't recall.

10 Q Okay. If this was -- again, just  
11 trying to get your perspective on this,  
12 Mr. Silberstein.

13 If these were amounts that you were  
14 owed, why are you agreeing to pay 16 percent  
15 interest on the amounts that you claim you're  
16 owed already?

17 A That's what I'm trying to tell you.  
18 Goldman told me that in order he should  
19 release me something, it has to be in a way of  
20 a loan until we straighten things out with my  
21 percentage. So that's why I'm trying to say I  
22 was borrowed money that I was owed, that was  
23 my money. It was a technical process, in my  
24 view.

25 Q So you basically -- you trusted

1 Y. Silbertstein

2 finished. Like, he said that it should be  
3 finished earlier, but he wanted to have the  
4 longer window.

5 Q Okay. Do you remember any other  
6 times that Mr. Goldman expressed a  
7 disagreement about the terms?

8 A No.

9 Q Are you in possession of the  
10 original handwritten copy of this document?

11 A I don't think so.

12 Q Who is?

13 A I'm not sure. Maybe Mr. Goldman.

14 Q Okay. So you only ever had a  
15 photocopy of this document?

16 A I think so, a photocopy. I'm not  
17 sure if I had the original at that time. I'm  
18 not sure.

19 Q Okay. If you did have the original,  
20 do you know where it went?

21 A No. Maybe it's sitting somewhere  
22 in -- by me. I don't know.

23 Q Okay. So between the time this was  
24 executed, November 23, 2015, and the time that  
25 a copy of it arrived in my office, is it --

1 Y. Silbertstein

2 translation?

3 A That's correct.

4 Q Okay. November 14, 2023, that's  
5 after the lawsuit was filed, right?

6 A That's correct.

7 Q Where did you get this translation?

8 A Mr. Goldman send it to me.

9 Q When did he send it to you?

10 A When -- right after it was  
11 translated. I asked him if he knows a  
12 translator that -- he said he's dealing with a  
13 translator and he will send it over.

14 Q Okay. So you asked him for an  
15 English translation of this document.

16 A That is correct.

17 Q Oh. And did you ask him for an  
18 English translation of this document so that  
19 you could produce it as part of this lawsuit?

20 A My attorney asked me for any  
21 documents that I have, and I said that I only  
22 have in Hebrew. So I told him that I can ask  
23 about translating it, and that's what I did.

24 Q Okay. Did Mr. Goldman pay for  
25 these, the services from Yiddish Language

1 Y. Silbertstein

2 Q No. My only question is -- again,  
3 just trying to figure out why it is, your  
4 position is that this lawsuit should be  
5 governed by this agreement; that's all.

6 A Because that what was agreed, that  
7 if anything I'm not getting or we don't  
8 understand each other and I'm not getting what  
9 I'm supposed to get. And if we can't  
10 understand between each -- between us, we  
11 don't come to an agreement or to understanding  
12 between us, it has to go to that route.

13 Q Do you envision Mr. Goldman being  
14 part of that process?

15 A I guess so. It's both parties. All  
16 the parties should be part of that process.

17 MR. SILVESTRI: Let's see. That  
18 one -- I'm going to put into the chat what  
19 I'll mark as Exhibit 5.

20 (Silberstein Exhibit 5 marked for  
21 identification and attached to the  
22 transcript.)

23 BY MR. SILVESTRI:

24 Q Can you see that okay,  
25 Mr. Silberstein?

1 Y. Silbertstein

2 A Yes.

3 Q Okay. I'm going to -- we're going  
4 to walk through a similar process here.

5 Do these photographs of this  
6 document look familiar to you?

7 A Yes.

8 Q Okay. What is that a picture of?

9 A That's an agreement. That was the  
10 settlement agreement, the way I call it.

11 Q Okay. And were you in possession of  
12 this document? In other words, did you  
13 provide this photograph?

14 A I provided the photograph.

15 Q So you are in possession of this  
16 original?

17 A No.

18 Q Okay.

19 A I just had the photograph, which I  
20 provided to my attorney, and he asked me the  
21 same, do you have --

22 Q I'm sorry. Please don't go into  
23 anything you talked about with your attorney.  
24 I don't want to open that can of worms. But I  
25 appreciate your answer. I appreciate what

1 Y. Silbertstein

2 you're saying. I should have asked a  
3 different question.

4 Did you take this photograph?

5 A No.

6 Q Okay. But you were in possession of  
7 this --

8 A Honestly, I don't think so. If I  
9 took it or received it at that time like that,  
10 I'm not sure. I don't recall if I was the one  
11 taking it. I'm not sure.

12 Q Okay. And I think we've already  
13 covered -- you didn't provide this document,  
14 this photograph, to Yiddish Language Services,  
15 LLC, right?

16 A No, I didn't.

17 Q And we think that was Mr. Goldman  
18 who did so because you asked him for copies.

19 A Probably, yes.

20 Q Okay. And you received this  
21 translation along with the photograph which  
22 you then produced in this lawsuit?

23 A Yes.

24 Q Okay. The date of this agreement is  
25 October 1, 2020, right?

1 Y. Silbertstein

2 A Yes. Yes.

3 Q Okay. And it's signed. We'll go  
4 down here.

5 Again, same question: Is that your  
6 signature on the left?

7 A Yes.

8 Q Is that Mr. Goldman's signature on  
9 the right?

10 A Yes.

11 Q Okay. Do me a favor and read the  
12 English translation of paragraph A, and let me  
13 know when you're done.

14 A (Witness reviewing document.)

15 Q That's after the document we just  
16 read, right? The last document was in 2015,  
17 correct?

18 A Yes.

19 Q And this document is in 2020 -- was  
20 signed in 2020, correct?

21 A Right.

22 Q And in between there, you had signed  
23 the promissory note that makes the -- that  
24 forms the basis of this lawsuit in 2018,  
25 correct?

1 Y. Silbertstein

2 A Yes.

3 Q Okay. So how did this document come  
4 into being?

5 A Again. What's the question?

6 Q Well, let me ask a different  
7 question.

8 Recall how we walked through how the  
9 2015 document came to exist. You reached out  
10 to a Rabbi and Mr. Goldman. You sat down.

11 A So --

12 Q Go ahead.

13 A Okay. So during the weeks/months  
14 prior to finalizing this, I had many  
15 conversations with Mr. Goldman, asking, let's  
16 finish this. I need money. Everything -- it  
17 was during COVID, and it was like -- I don't  
18 recall exactly dates and the incidents, but it  
19 was rough times. And I got kind of nervous  
20 and worried, and I asked Mr. Goldman, I want  
21 to resolve matters between us and get my  
22 10 percent over and finish things, not leave  
23 things the way it was.

24 So we argued, and he said, values  
25 dropped, you have to understand. You have to



1 Y. Silbertstein  
2 wait. It takes time. Now is not the time.  
3 And I kind of felt I'm getting very  
4 uncomfortable in the situation. So we had  
5 quite a few uncomfortable conversations and  
6 uncomfortable positions between us because I  
7 felt it's wrong.

8 So then it was during that time we  
9 decided we -- he started saying that the  
10 values have dropped and you don't want even  
11 the 10 percent because it's not valuable. So  
12 far, I can't give it to you yet on your name.  
13 You have to wait longer. I'm working things  
14 out. Then I will be able to give it to you,  
15 but so far, I can't.

16 So I said, I don't want to wait  
17 anymore. We have to finish it one way or the  
18 other, and I need the rest of my money. So we  
19 started negotiating. He was coming in lower  
20 just for this. And then I said, no. I even  
21 didn't want to accept this deal. But I saw  
22 that either this or it's going to drag  
23 forever, and I don't know what's going to  
24 happen, so we finalized on the deal. And I  
25 was expecting that he will give me the rest of

1 Y. Silbertstein

2 the money anytime near that. He said up to a  
3 year, but probably he will have it for me  
4 sooner. But at that time until today, I still  
5 didn't get.

6 Q Okay. Thank you for that. Let's  
7 back up all the way to the first part of your  
8 response, when you said you approached  
9 Mr. Goldman about getting your money or your  
10 10 percent.

11 At that time, were you still  
12 interested in the 10 percent equity interests?

13 A I wanted to have something. I was  
14 interested to have something.

15 Q Okay. And you said there were a few  
16 uncomfortable conversations with Mr. Goldman?

17 A Yes.

18 Q During those conversations, did he  
19 bring up the fact that you had signed that  
20 promissory note, which had matured by then?

21 A I don't recall discussing the  
22 promissory note.

23 Q Okay. So you don't recall one way  
24 or the other whether Mr. Goldman raised the  
25 promissory note?

1 Y. Silbertstein

2 A I don't recall.

3 Q In your mind at the time, what --  
4 did you owe Mr. Goldman \$3.35 million plus  
5 interest under that promissory note? Was that  
6 present in your mind?

7 A In my mind, it was basically my  
8 money that he gave me in a loaned way, but it  
9 wasn't -- in my mind, it was never actual  
10 loan. When we settled it, he bolded out that,  
11 look, you have officially a loan from me. I  
12 said, the loan is my money.

13 Q Yeah. Let's just jump -- I'll  
14 rewind it here, but let's just jump ahead to  
15 paragraph B. And it says, "Whereas  
16 Party B" -- that's you -- "received a loan  
17 from Party A," Goldman, "granted to the  
18 company, JS Skillman, owned by Party B."

19 That's discussing the note, right?

20 A Yes.

21 Q "And the amount due as of today,"  
22 October 1, 2020, "is greater than \$4 million."

23 Did I read that correctly?

24 A According to his numbers, yes.

25 Q Well, you signed this document,

1 Y. Silbertstein

2 read it.

3 Q Sure. Is that better?

4 A Yeah.

5 Q Okay.

6 A (Witness reviewing document.)

7 Okay.

8 Q You read both of these e-mails? The  
9 one from -- well, I guess they're both on  
10 May 20th. Did you read both of these e-mails?

11 A Well, the bottom part, I didn't  
12 read.

13 Q Okay.

14 A Can you zoom it in, please.

15 Q Yes.

16 A (Witness reviewing document.)

17 I see the concept.

18 Q Okay. My first question to you is  
19 about what's going on in this e-mail chain.

20 Do you recall these events around  
21 May 20, 2012?

22 A I don't recall exactly what it was,  
23 no. I recall was constantly -- with Toby,  
24 anything, it didn't go the way she wanted, was  
25 like a whole -- I don't recall the exact

1 Y. Silbertstein

2 situation, why I was over there.

3 Q Does "163 North 6th Street" in the  
4 subject line of these e-mails refer to the  
5 North Flats development?

6 A That is correct.

7 Q Okay. What was Toby Moskovits' role  
8 in the North Flats development?

9 A She was together with Goldman at  
10 that time, together with Michael Lichtenstein.

11 Q And what do you mean by that?

12 A They were like partners.

13 Q Okay. And was Toby Moskovits at  
14 Heritage Equity?

15 A That was the name, I guess.

16 Q One thing I'm going to try to nail  
17 down -- and we have been trying to get to the  
18 date when you claim you came to a deal with  
19 Goldman about the 10 percent.

20 And I -- just to orient us, I  
21 believe you said that that agreement with  
22 relation to Albee came about at the beginning  
23 of that project, but that with regard to Long  
24 Island City and North Flats, it came about  
25 later, right?

1 Y. Silbertstein

2 me, I'm uncomfortable; make sure this, make  
3 sure that. And I was trying to help him out.

4 Q Okay. What was your role in the  
5 North Flats development project at this time,  
6 May 20, 2012?

7 A At that time, I was supposed to  
8 receive a certain amount, which I don't recall  
9 at this time, and we haven't agreed at that  
10 time of the number of percentage that I should  
11 get, but we discussed that it should be open.  
12 Let's see how things are going to end here.

13 Q Okay.

14 A How good did it work out? Because  
15 was, like, an existing building that was to be  
16 renovated, a complete new-structure building  
17 that was to come up. Was a lot of  
18 complications in this deal that was thought  
19 that will be easier.

20 Q Okay. But those hadn't  
21 materialized, as far as you remember, by this  
22 time.

23 A Right.

24 MR. SILVESTRI: This will be  
25 Exhibit 7.

1 Y. Silbertstein  
2 through that, that document obviously  
3 discusses obligations that it says were a  
4 "prior agreement." I think that's the quote  
5 from it, "the prior agreement." And I'm  
6 trying to back into when that prior agreement  
7 came about, but if --

8 A I don't recall exactly because I  
9 don't have that.

10 Q Okay. Do you recall Mr. Goldman  
11 working out of a company called All Year  
12 Management at the time?

13 A Yes.

14 Q Okay. And what did you know about  
15 All Year Management at the time?

16 A Just a company.

17 Q It was Goldman's company, right?

18 A Yes.

19 Q From your perspective, was there any  
20 difference between Mr. Goldman and All Year  
21 Management?

22 A No.

23 Q Okay. So you were just dealing with  
24 Mr. Goldman, right?

25 A Yes.